



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 17

DATE: 1/28/2025

**SUBJECT: RFP NO. F2024185 - ANNUAL CONTRACT FOR SCHOOL BASED
DELINQUENCY PREVENTION - JUVENILE SERVICES - LENA POPE
HOME, INC. - PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024185, Annual Contract for School Based Delinquency Prevention, for Juvenile Services, to Lena Pope Home, Inc. at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Four hundred seventy-one (471) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. Five (5) proposals and two (2) no-bids were received.

Proposals were evaluated by Juvenile Services and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was then requested from the two (2) highest scoring vendors which resulted in a price reduction of \$4,969.00.

The proposal received from Lena Pope Home, Inc. meets all specifications and is acceptable to Juvenile Services. Recommendation was presented to the Tarrant County Juvenile Services Board and approved on January 15, 2025.

The term of the contract is effective February 1, 2025, through August 31, 2025, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to seek a provider to implement a school-based delinquency prevention program for students in grades 5-12 in the Juvenile Services Alternative Education Program. The program aids to equip youth with self-management, social, and drug resistance skills to succeed in school and life.

Therefore, it is the joint recommendation of Juvenile Services and Purchasing that RFP No. F2024185, Annual Contract for School Based Delinquency Prevention, be awarded to Lena Pope Home, Inc. at the per contract terms.

SUBMITTED BY	Purchasing	PREPARED BY:	Caleb Rojo
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER: <#CourtOrderNumber#> DATE: 1/28/2025 PAGE 2 OF 17

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$49,570.00 is available in G0095-2025 CJD-Reconnecting Youth Program/2619115000 Juvenile Justice Alternative Education Program/569011 Professional Services/Grant-2004.

RFP No. F2024185 Annual Contract for School Based Delinquency Prevention
 Post-BAFO scores

		Award	
Evaluation Criteria	Max Points	Lena Pope Home, Inc. Fort Worth, TX HUB - No	The Lincoln Center for Family and Youth Audubon, PA HUB - No
		Score	Score
Respondent's Profile	200	167	165
Responsiveness	250	203	196
Respondent's Proposed Program	140	119	117
References	60	60	40
Price	350	323	350
Total Score	1000	872	868

No-bids received from Green Light Group Tours and Olivares Electric of El Paso, LLC.

RFP No. F2024185 Annual Contract for School Based Delinquency Prevention
Initial Scores

Evaluation Criteria	Max Points	The Lincoln Center for Family and Youth Audubon, PA HUB - No	Lena Pope Home, Inc. Fort Worth, TX HUB - No	Youth Advocate Programs, Inc. Harrisburg, PA HUB - No
		Score	Score	Score
Respondent's Profile	200	165	167	148
Responsiveness	250	196	203	188
Respondent's Proposed Program	140	117	119	117
References	60	40	60	14
Price	350	350	315	315
Total Score	1000	868	864	782

No-bids received from Green Light Group Tours and Olivares Electric of El Paso, LLC.

RFP No. F2024185 Annual Contract for School Based Delinquency Prevention
Initial Scores

Evaluation Criteria	Max Points	Recovery Resource Council Fort Worth, TX HUB - No	Texas Initiative Programs d/b/a The K16 Ready Society Fort Worth, TX HUB - No
		Score	Score
Respondent's Profile	200	142	100
Responsiveness	250	162	176
Respondent's Proposed Program	140	103	100
References	60	38	32
Price	350	316	316
Total Score	1000	761	724

No-bids received from Green Light Group Tours and Olivares Electric of El Paso, LLC.



STATE OF TEXAS

§
§
§
§

JUVENILE SERVICES CONTRACT
WITH LENA POPE HOME, INC.
FOR SCHOOL BASED
DELINQUENCY PREVENTION

COUNTY OF TARRANT

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Lena Pope Home, Inc., hereinafter referred to as ("PROVIDER"), for the provision of School Based Delinquency Prevention. The Commissioners Court finds that this Contract serves a public purpose by increasing core social and emotional competencies for students attending the Tarrant County Juvenile Justice Alternative Education Program in order to reduce alcohol/drug use, improve school achievement, and decrease involvement with juvenile justice system.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

1.1 PROVIDER agrees to perform the following:

- 1.1.1 All services as described in the accepted proposal (incorporated by reference) under F2024185;
- 1.1.2 Provide a well-trained, full-time instructor to be housed at the Juvenile Justice Alternative Education Program, herein after referred to as ("JJAEP"), for 200 school days (this includes summer school), 8 hours a day (currently 8:30 am – 4:30 pm), to implement the Curriculum-Based Support Group (CBSG®) program to students who attend the JJAEP;
- 1.1.3 Utilize True Colors Personality Survey for all JJAEP students. This survey is to give a vocabulary through which young people can communicate the expression of their character, behaviors, and thoughts. Facilitator is trained in the True Colors model;
- 1.1.4 Administer a career assessment to high school students in order to better identify areas of strengths, interests, potential employment opportunities, and appropriate college, training and career paths after completion of high school;
- 1.1.5 Complete timely orientation requirements with students and parents.
- 1.1.6 Follow-up with any family members seeking further assistance with alcohol/drug concerns for themselves or family members by identifying and contacting community referrals that best address any identified needs;
- 1.1.7 Attend regular meetings to continue to improve intra-agency collaboration. These meetings will provide a structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
- 1.1.8 Provide any required documentation once confidentiality releases have been signed.

1.2 COUNTY will provide the following services:

- 1.2.1 Refer to PROVIDER students identified as meeting criteria for Curriculum-Based Support Group (CBSG®) program;
- 1.2.2 Provide classroom space, telephone services, internet connection, and office furniture to staff located at the JJAEP;
- 1.2.3 Attend meetings to continue improved intra-agency collaboration. Meetings will provide structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
- 1.2.4 Provide any required documentation once confidentiality releases have been signed.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

2 TERM

This Contract begins on February 1, 2025 and concludes on August 31, 2025.

3 EVALUATION CRITERIA

3.1 In accordance with the Texas Human Resources Code Section 221.051 the performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified goals and outcomes. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.1.1 Increase core social and emotional competencies for students attending the JJAEP in order to reduce drug use, improve school achievement, and decrease involvement with juvenile justice system.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 One Curriculum-Based Support Group (CBSG®) full-time facilitator for daily coverage for the school calendar, including summer school;

3.2.2 Evidence-based Curriculum-Based Support Group (CBSG®) to target population; and

3.2.3 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 At time of discharge:

3.3.1.1 50% of youth report reduced drug involvement as measured by the Alcohol, Tobacco, and Other Drugs Youth Survey;

3.3.1.2 50% of youth report improved attitudes and behaviors as measured by the Student Survey; and

3.3.1.3 85% of youth referred to the program did not penetrate further into the juvenile justice system.

3.3.2 Achieve a minimum of 80% daily program attendance rate;

3.3.3 Achieve overall program student progress at a minimum of ½ grade level per (90) day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing; and

3.3.4 Maintain a minimum of 85% successful program completion rate.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of \$49,570.00. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 PROVIDER will bill for services performed in accordance with this Contract;

4.1.2 This contracted amount will be paid in monthly increments at \$7,081.41 x 7 months;

4.1.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, (also referred to as "TCJS") ATTN: Jesus Reyes , 2701 Kimbo Road, Fort Worth, TX 76111;

4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

4.1.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in Curriculum-Based Support Group (CBSG®) program and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
 - 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office);
 - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to "TJJD", by submitting a TJJD Incident Report Form to abuseneglect@tjtd.texas.gov (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 866-477-8354, followed by submitting the report within twenty-four (24) hours of said call; and
 - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator,

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct Contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

15.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including by not limited to the obligation to pay, upon giving notice to the PROVIDER.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

- 15.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

16 TERMINATION

- 16.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 16.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
 - 16.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 16.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 16.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

17 DEFAULT

- 17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
- 17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - 17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.
 - 17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

19 PARTIES ADDRESSES

TARRANT COUNTY
Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

SERVICE PROVIDER
Ms. Ashley Elgin Ph.D., CEO
Lena Pope Home, Inc.
3200 Sanguinet
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations of incidents of abuse, exploitation or neglect of a consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (*Attachment "A" - Family Code 231.006*)
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check in the manner specified and in accordance with federal law and standards. Certain employees may be prohibited from providing services to youth under this contract.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2026**

26.10 In providing the services required by this Contract, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter. In the event of any inconsistency or conflict of terms contained (1) this Contract, (2) Tarrant County RFP F2024185 (Annual Contract for School Based Delinquency Prevention) or (3) Lena Pope Home Inc.'s response to RFP F2024185 (Annual Contract for School Based Delinquency Prevention) excluding any renewal options contained within any document, this Contract shall control.

29 AMENDMENTS

29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law.

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

31.1 Execution of Agreement. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

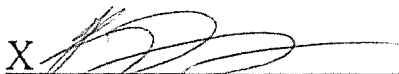
F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025

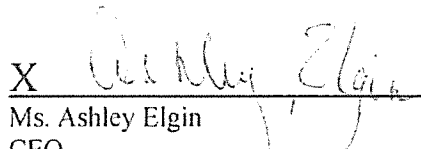
EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

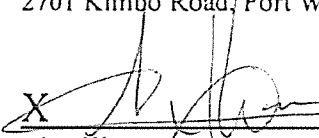
APPROVED on this the ____ day of _____, 2025, by Commissioners' Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

Lena Pope Home, Inc.

X  1-15-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X  1/8/25
Ms. Ashley Elgin Date
CEO
3200 Sanguinet Street
Fort Worth, TX 76107

X  1/15/25
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

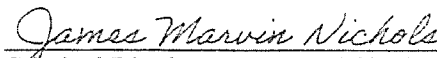
*CERTIFICATION OF AVAILABLE FUNDS
IN THE AMOUNT OF \$49,570.00:

Tim O'Hare Date
County Judge

Grant-2004/G0095-2025/2610115000/569011

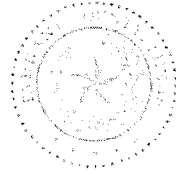
APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____


Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



TARRANT COUNTY JUVENILE SERVICES

RILEY SHAW
Director

RON LEWIS
Deputy Director

January 3, 2025

Mr. Caleb Rojo
Purchasing Department
100 East Weatherford Street
Fort Worth, TX 76196

Dear Mr. Rojo:

Subject: Award of Proposal F2024185 for School Based Delinquency Prevention

We recommend awarding F2024185 for School Based Delinquency Prevention to Lena Pope Home, Inc.

This recommendation will be presented to the Tarrant County Juvenile Board on Wednesday, January 15, 2025. The Board will be asked to approve the contract as recommended by the department. We respectfully request your assistance in placing this item on the Commissioners' Court agenda following the January Board Meeting.

RFP Number	Vendor Award Recommendation	Vendor Award Recommendation / Amount of Contract	Account Information
F2024185	Lena Pope Home, Inc.	\$84,977.00	Grant-2004/G0095-2025/2610115000/569011

Financial support for the project is provided through state funding. (See above information.)

Thank you for your assistance with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Riley Shaw".

Riley Shaw
Director of Juvenile Services



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024185 - Annual Contract for School Based Delinquency Prevention - Juvenile Services - Lena Pope Home, Inc. - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

144637

PAGE 1 OF

17

DATE:

1/28/2025

SUBJECT: **RFP NO. F2024185 - ANNUAL CONTRACT FOR SCHOOL BASED
DELINQUENCY PREVENTION - JUVENILE SERVICES - LENA POPE
HOME, INC. - PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024185, Annual Contract for School Based Delinquency Prevention, for Juvenile Services, to Lena Pope Home, Inc. at the per contract terms and approve contract.

BACKGROUND

Notice of the County’s intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Four hundred seventy-one (471) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. Five (5) proposals and two (2) no-bids were received.

Proposals were evaluated by Juvenile Services and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

A Best and Final Offer was then requested from the two (2) highest scoring vendors which resulted in a price reduction of \$4,969.00.

The proposal received from Lena Pope Home, Inc. meets all specifications and is acceptable to Juvenile Services. Recommendation was presented to the Tarrant County Juvenile Services Board and approved on January 15, 2025.

The term of the contract is effective February 1, 2025, through August 31, 2025, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to seek a provider to implement a school-based delinquency prevention program for students in grades 5-12 in the Juvenile Services Alternative Education Program. The program aids to equip youth with self-management, social, and drug resistance skills to succeed in school and life.

Therefore, it is the joint recommendation of Juvenile Services and Purchasing that RFP No. F2024185, Annual Contract for School Based Delinquency Prevention, be awarded to Lena Pope Home, Inc. at the per contract terms.

SUBMITTED BY	Purchasing	PREPARED BY:	Caleb Rojo
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER: <#CourtOrderNumber#> DATE: 1/28/2025 PAGE 2 OF 17

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$49,570.00 is available in G0095-2025 CJD-Reconnecting Youth Program/2619115000 Juvenile Justice Alternative Education Program/569011 Professional Services/Grant-2004.



STATE OF TEXAS

§
§
§
§

JUVENILE SERVICES CONTRACT
WITH LENA POPE HOME, INC.
FOR SCHOOL BASED
DELINQUENCY PREVENTION

COUNTY OF TARRANT

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Lena Pope Home, Inc., hereinafter referred to as ("PROVIDER"), for the provision of School Based Delinquency Prevention. The Commissioners Court finds that this Contract serves a public purpose by increasing core social and emotional competencies for students attending the Tarrant County Juvenile Justice Alternative Education Program in order to reduce alcohol/drug use, improve school achievement, and decrease involvement with juvenile justice system.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

1.1 PROVIDER agrees to perform the following:

- 1.1.1 All services as described in the accepted proposal (incorporated by reference) under F2024185;
- 1.1.2 Provide a well-trained, full-time instructor to be housed at the Juvenile Justice Alternative Education Program, herein after referred to as ("JJAEP"), for 200 school days (this includes summer school), 8 hours a day (currently 8:30 am – 4:30 pm), to implement the Curriculum-Based Support Group (CBSG®) program to students who attend the JJAEP;
- 1.1.3 Utilize True Colors Personality Survey for all JJAEP students. This survey is to give a vocabulary through which young people can communicate the expression of their character, behaviors, and thoughts. Facilitator is trained in the True Colors model;
- 1.1.4 Administer a career assessment to high school students in order to better identify areas of strengths, interests, potential employment opportunities, and appropriate college, training and career paths after completion of high school;
- 1.1.5 Complete timely orientation requirements with students and parents.
- 1.1.6 Follow-up with any family members seeking further assistance with alcohol/drug concerns for themselves or family members by identifying and contacting community referrals that best address any identified needs;
- 1.1.7 Attend regular meetings to continue to improve intra-agency collaboration. These meetings will provide a structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
- 1.1.8 Provide any required documentation once confidentiality releases have been signed.

1.2 COUNTY will provide the following services:

- 1.2.1 Refer to PROVIDER students identified as meeting criteria for Curriculum-Based Support Group (CBSG®) program;
- 1.2.2 Provide classroom space, telephone services, internet connection, and office furniture to staff located at the JJAEP;
- 1.2.3 Attend meetings to continue improved intra-agency collaboration. Meetings will provide structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
- 1.2.4 Provide any required documentation once confidentiality releases have been signed.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

2 TERM

This Contract begins on February 1, 2025 and concludes on August 31, 2025.

3 EVALUATION CRITERIA

3.1 In accordance with the Texas Human Resources Code Section 221.051 the performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified goals and outcomes. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.1.1 Increase core social and emotional competencies for students attending the JJAEP in order to reduce drug use, improve school achievement, and decrease involvement with juvenile justice system.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 One Curriculum-Based Support Group (CBSG®) full-time facilitator for daily coverage for the school calendar, including summer school;

3.2.2 Evidence-based Curriculum-Based Support Group (CBSG®) to target population; and

3.2.3 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 At time of discharge:

3.3.1.1 50% of youth report reduced drug involvement as measured by the Alcohol, Tobacco, and Other Drugs Youth Survey;

3.3.1.2 50% of youth report improved attitudes and behaviors as measured by the Student Survey; and

3.3.1.3 85% of youth referred to the program did not penetrate further into the juvenile justice system.

3.3.2 Achieve a minimum of 80% daily program attendance rate;

3.3.3 Achieve overall program student progress at a minimum of ½ grade level per (90) day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing; and

3.3.4 Maintain a minimum of 85% successful program completion rate.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of \$49,570.00. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 PROVIDER will bill for services performed in accordance with this Contract;

4.1.2 This contracted amount will be paid in monthly increments at \$7,081.41 x 7 months;

4.1.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, (also referred to as "TCJS") ATTN: Jesus Reyes , 2701 Kimbo Road, Fort Worth, TX 76111;

4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

4.1.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in Curriculum-Based Support Group (CBSG®) program and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
 - 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office);
 - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to "TJJD", by submitting a TJJD Incident Report Form to abuseneglect@tjtd.texas.gov (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 866-477-8354, followed by submitting the report within twenty-four (24) hours of said call; and
 - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

- 12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
 - 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
 - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
 - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
 - 12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
 - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - 12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct Contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

- 15.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including by not limited to the obligation to pay, upon giving notice to the PROVIDER.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

- 15.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

16 TERMINATION

- 16.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 16.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 16.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 16.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 16.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

17 DEFAULT

- 17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
- 17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.
- 17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

19 PARTIES ADDRESSES

TARRANT COUNTY
Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

SERVICE PROVIDER
Ms. Ashley Elgin Ph.D., CEO
Lena Pope Home, Inc.
3200 Sanguinet
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
- 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations of incidents of abuse, exploitation or neglect of a consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (*Attachment "A" - Family Code 231.006*)
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check in the manner specified and in accordance with federal law and standards. Certain employees may be prohibited from providing services to youth under this contract.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

- 26.10 In providing the services required by this Contract, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter. In the event of any inconsistency or conflict of terms contained (1) this Contract, (2) Tarrant County RFP F2024185 (Annual Contract for School Based Delinquency Prevention) or (3) Lena Pope Home Inc.'s response to RFP F2024185 (Annual Contract for School Based Delinquency Prevention) excluding any renewal options contained within any document, this Contract shall control.

29 AMENDMENTS

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

- 31.1 Execution of Agreement. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

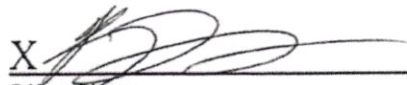
F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025

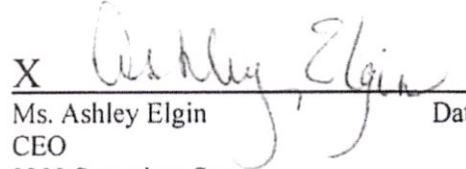
EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

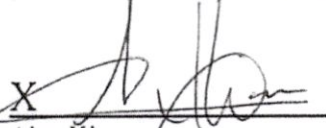
APPROVED on this the 28th day of January, 2025, by Commissioners' Court Order No. 144637.

TARRANT COUNTY
STATE OF TEXAS

Lena Pope Home, Inc.

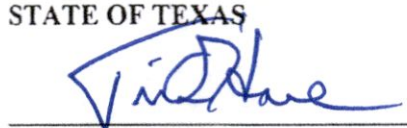
X  1-15-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X  1/8/25
Ms. Ashley Elgin Date
CEO
3200 Sanguinet Street
Fort Worth, TX 76107

X  1/15/25
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

*CERTIFICATION OF AVAILABLE FUNDS
IN THE AMOUNT OF \$49,570.00:

 1/8/25
Tim O'Hare Date
County Judge

Grant-2004/G0095-2025/2610115000/569011

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 49,570.00


Criminal District Attorney's Office*


Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



STATE OF TEXAS

COUNTY OF TARRANT

§
§
§
§

JUVENILE SERVICES CONTRACT
WITH LENA POPE HOME, INC.
FOR SCHOOL BASED
DELINQUENCY PREVENTION

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Lena Pope Home, Inc., hereinafter referred to as ("PROVIDER"), for the provision of School Based Delinquency Prevention. The Commissioners Court finds that this Contract serves a public purpose by increasing core social and emotional competencies for students attending the Tarrant County Juvenile Justice Alternative Education Program in order to reduce alcohol/drug use, improve school achievement, and decrease involvement with juvenile justice system.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

- 1.1 PROVIDER agrees to perform the following:
 - 1.1.1 All services as described in the accepted proposal (incorporated by reference) under F2024185;
 - 1.1.2 Provide a well-trained, full-time instructor to be housed at the Juvenile Justice Alternative Education Program, herein after referred to as ("JJAEP"), for 200 school days (this includes summer school), 8 hours a day (currently 8:30 am – 4:30 pm), to implement the Curriculum-Based Support Group (CBSG®) program to students who attend the JJAEP;
 - 1.1.3 Utilize True Colors Personality Survey for all JJAEP students. This survey is to give a vocabulary through which young people can communicate the expression of their character, behaviors, and thoughts. Facilitator is trained in the True Colors model;
 - 1.1.4 Administer a career assessment to high school students in order to better identify areas of strengths, interests, potential employment opportunities, and appropriate college, training and career paths after completion of high school;
 - 1.1.5 Complete timely orientation requirements with students and parents.
 - 1.1.6 Follow-up with any family members seeking further assistance with alcohol/drug concerns for themselves or family members by identifying and contacting community referrals that best address any identified needs;
 - 1.1.7 Attend regular meetings to continue to improve intra-agency collaboration. These meetings will provide a structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
 - 1.1.8 Provide any required documentation once confidentiality releases have been signed.
- 1.2 COUNTY will provide the following services:
 - 1.2.1 Refer to PROVIDER students identified as meeting criteria for Curriculum-Based Support Group (CBSG®) program;
 - 1.2.2 Provide classroom space, telephone services, internet connection, and office furniture to staff located at the JJAEP;
 - 1.2.3 Attend meetings to continue improved intra-agency collaboration. Meetings will provide structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
 - 1.2.4 Provide any required documentation once confidentiality releases have been signed.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

2 TERM

This Contract begins on February 1, 2025 and concludes on August 31, 2025.

3 EVALUATION CRITERIA

3.1 In accordance with the Texas Human Resources Code Section 221.051 the performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified goals and outcomes. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.1.1 Increase core social and emotional competencies for students attending the JJAEP in order to reduce drug use, improve school achievement, and decrease involvement with juvenile justice system.

3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.2.1 One Curriculum-Based Support Group (CBSG®) full-time facilitator for daily coverage for the school calendar, including summer school;

3.2.2 Evidence-based Curriculum-Based Support Group (CBSG®) to target population; and

3.2.3 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.

3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.3.1 At time of discharge:

3.3.1.1 50% of youth report reduced drug involvement as measured by the Alcohol, Tobacco, and Other Drugs Youth Survey;

3.3.1.2 50% of youth report improved attitudes and behaviors as measured by the Student Survey; and

3.3.1.3 85% of youth referred to the program did not penetrate further into the juvenile justice system.

3.3.2 Achieve a minimum of 80% daily program attendance rate;

3.3.3 Achieve overall program student progress at a minimum of ½ grade level per (90) day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing; and

3.3.4 Maintain a minimum of 85% successful program completion rate.

4 COST

4.1 The COUNTY will pay PROVIDER no more than an amount of \$49,570.00. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1 PROVIDER will bill for services performed in accordance with this Contract;

4.1.2 This contracted amount will be paid in monthly increments at \$7,081.41 x 7 months;

4.1.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, (also referred to as "TCJS") ATTN: Jesus Reyes , 2701 Kimbo Road, Fort Worth, TX 76111;

4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and

4.1.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in Curriculum-Based Support Group (CBSG®) program and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
 - 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office);
 - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to "TJJD", by submitting a TJJD Incident Report Form to abuseneglect@tjtd.texas.gov (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 866-477-8354, followed by submitting the report within twenty-four (24) hours of said call; and
 - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct Contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

15.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including by not limited to the obligation to pay, upon giving notice to the PROVIDER.

- 15.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

16 TERMINATION

- 16.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 16.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 16.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 16.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 16.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

17 DEFAULT

- 17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
- 17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.
- 17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

19 PARTIES ADDRESSES

TARRANT COUNTY
Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

SERVICE PROVIDER
Ms. Ashley Elgin Ph.D., CEO
Lena Pope Home, Inc.
3200 Sanguinet
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

- 23.1 PROVIDER hereby represents and warrants the following:
- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
 - 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
 - 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
 - 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations of incidents of abuse, exploitation or neglect of a consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJJ administrative rules regarding abuse, neglect, and exploitation allegations; and
 - 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJJ website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJJ, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (*Attachment "A" - Family Code 231.006*)
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJJ for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJJ, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check in the manner specified and in accordance with federal law and standards. Certain employees may be prohibited from providing services to youth under this contract.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

- 26.10 In providing the services required by this Contract, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter. In the event of any inconsistency or conflict of terms contained (1) this Contract, (2) Tarrant County RFP F2024185 (Annual Contract for School Based Delinquency Prevention) or (3) Lena Pope Home Inc.'s response to RFP F2024185 (Annual Contract for School Based Delinquency Prevention) excluding any renewal options contained within any document, this Contract shall control.

29 AMENDMENTS

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

- 31.1 Execution of Agreement. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the 28th day of January, 2025, by Commissioners' Court Order No. 144637.

TARRANT COUNTY
STATE OF TEXAS

Lena Pope Home, Inc.

X [Signature] 1-15-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X [Signature] 1/8/25
Ms. Ashley Elgin Date
CEO
3200 Sanguinet Street
Fort Worth, TX 76107

X [Signature] 1/15/25
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

*CERTIFICATION OF AVAILABLE FUNDS
IN THE AMOUNT OF \$49,570.00:

[Signature] 1/28/25
Tim O'Hare Date
County Judge

Grant-2004/G0095-2025/2610115000/569011

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$49,570.00

[Signature]
Criminal District Attorney's Office*

[Signature]
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



STATE OF TEXAS

COUNTY OF TARRANT

§
§
§
§

JUVENILE SERVICES CONTRACT
WITH LENA POPE HOME, INC.
FOR SCHOOL BASED
DELINQUENCY PREVENTION

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Lena Pope Home, Inc., hereinafter referred to as ("PROVIDER"), for the provision of School Based Delinquency Prevention. The Commissioners Court finds that this Contract serves a public purpose by increasing core social and emotional competencies for students attending the Tarrant County Juvenile Justice Alternative Education Program in order to reduce alcohol/drug use, improve school achievement, and decrease involvement with juvenile justice system.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

1.1 PROVIDER agrees to perform the following:

- 1.1.1 All services as described in the accepted proposal (incorporated by reference) under F2024185;
- 1.1.2 Provide a well-trained, full-time instructor to be housed at the Juvenile Justice Alternative Education Program, herein after referred to as ("JJAEP"), for 200 school days (this includes summer school), 8 hours a day (currently 8:30 am – 4:30 pm), to implement the Curriculum-Based Support Group (CBSG®) program to students who attend the JJAEP;
- 1.1.3 Utilize True Colors Personality Survey for all JJAEP students. This survey is to give a vocabulary through which young people can communicate the expression of their character, behaviors, and thoughts. Facilitator is trained in the True Colors model;
- 1.1.4 Administer a career assessment to high school students in order to better identify areas of strengths, interests, potential employment opportunities, and appropriate college, training and career paths after completion of high school;
- 1.1.5 Complete timely orientation requirements with students and parents.
- 1.1.6 Follow-up with any family members seeking further assistance with alcohol/drug concerns for themselves or family members by identifying and contacting community referrals that best address any identified needs;
- 1.1.7 Attend regular meetings to continue to improve intra-agency collaboration. These meetings will provide a structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
- 1.1.8 Provide any required documentation once confidentiality releases have been signed.

1.2 COUNTY will provide the following services:

- 1.2.1 Refer to PROVIDER students identified as meeting criteria for Curriculum-Based Support Group (CBSG®) program;
- 1.2.2 Provide classroom space, telephone services, internet connection, and office furniture to staff located at the JJAEP;
- 1.2.3 Attend meetings to continue improved intra-agency collaboration. Meetings will provide structure for administration from both agencies to review and address programmatic goals and make necessary adjustments to those youth being served; and
- 1.2.4 Provide any required documentation once confidentiality releases have been signed.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

2 TERM

This Contract begins on February 1, 2025 and concludes on August 31, 2025.

3 EVALUATION CRITERIA

- 3.1 In accordance with the Texas Human Resources Code Section 221.051 the performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified goals and outcomes. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.1.1 Increase core social and emotional competencies for students attending the JJAEP in order to reduce drug use, improve school achievement, and decrease involvement with juvenile justice system.
- 3.2 COUNTY shall additionally evaluate PROVIDER by the following output measures:
- 3.2.1 One Curriculum-Based Support Group (CBSG®) full-time facilitator for daily coverage for the school calendar, including summer school;
- 3.2.2 Evidence-based Curriculum-Based Support Group (CBSG®) to target population; and
- 3.2.3 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.3 COUNTY shall further evaluate PROVIDER by the following outcome measures:
- 3.3.1 At time of discharge:
- 3.3.1.1 50% of youth report reduced drug involvement as measured by the Alcohol, Tobacco, and Other Drugs Youth Survey;
- 3.3.1.2 50% of youth report improved attitudes and behaviors as measured by the Student Survey; and
- 3.3.1.3 85% of youth referred to the program did not penetrate further into the juvenile justice system.
- 3.3.2 Achieve a minimum of 80% daily program attendance rate;
- 3.3.3 Achieve overall program student progress at a minimum of ½ grade level per (90) day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing; and
- 3.3.4 Maintain a minimum of 85% successful program completion rate.

4 COST

- 4.1 The COUNTY will pay PROVIDER no more than an amount of \$49,570.00. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:
- 4.1.1 PROVIDER will bill for services performed in accordance with this Contract;
- 4.1.2 This contracted amount will be paid in monthly increments at \$7,081.41 x 7 months;
- 4.1.3 PROVIDER will send a monthly invoice addressed to Tarrant County Juvenile Services, (also referred to as "TCJS") ATTN: Jesus Reyes , 2701 Kimbo Road, Fort Worth, TX 76111;
- 4.1.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested; and
- 4.1.5 Each billing should contain a brief description of services provided and the rate of which services have been billed.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in Curriculum-Based Support Group (CBSG®) program and shall not re-disclose the information except as required to perform the services pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
 - 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office);
 - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to "TJJD", by submitting a TJJD Incident Report Form to abuseneglect@tjjd.texas.gov (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 866-477-8354, followed by submitting the report within twenty-four (24) hours of said call; and
 - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12 DISCLOSURE OF INFORMATION

12.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

12.1.7 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct Contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of youth being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

15.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including by not limited to the obligation to pay, upon giving notice to the PROVIDER.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

- 15.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

16 TERMINATION

- 16.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 16.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 16.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 16.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 16.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

17 DEFAULT

- 17.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
- 17.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 17.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms.
- 17.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 17.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

18 LIQUIDATED DAMAGES

- 18.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 18.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

19 PARTIES ADDRESSES

TARRANT COUNTY
Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

SERVICE PROVIDER
Ms. Ashley Elgin Ph.D., CEO
Lena Pope Home, Inc.
3200 Sanguinet
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
- 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 26.2 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "A" - Family Code 231.006**)
- 26.3 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.4 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.5 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received from the Contract form all or part of the consideration.
- 26.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 26.9 The PROVIDER, prior to an employee being designated to provide services under this contract, agrees to allow TCJS to conduct a criminal background check in the manner specified and in accordance with federal law and standards. Certain employees may be prohibited from providing services to youth under this contract.

**F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025**

- 26.10 In providing the services required by this Contract, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter. In the event of any inconsistency or conflict of terms contained (1) this Contract, (2) Tarrant County RFP F2024185 (Annual Contract for School Based Delinquency Prevention) or (3) Lena Pope Home Inc.'s response to RFP F2024185 (Annual Contract for School Based Delinquency Prevention) excluding any renewal options contained within any document, this Contract shall control.

29 AMENDMENTS

- 29.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 29.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

30 DISCLOSURE OF INTERESTED PARTIES

Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law".

31 ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORIGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

- 31.1 Execution of Agreement. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Contract, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Contract and of signature pages by electronic transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.


F2024185 – School Based Delinquency Prevention – Lena Pope Home, Inc.
February 1, 2025 – August 31, 2025

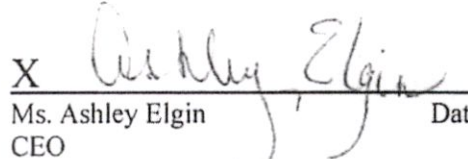
EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

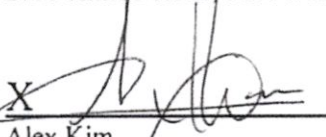
APPROVED on this the 28th day of January 2025, by Commissioners' Court Order No. 144637.

TARRANT COUNTY
STATE OF TEXAS

Lena Pope Home, Inc.

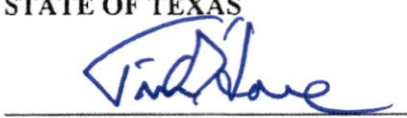
X  1-15-2025
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X  1/8/25
Ms. Ashley Elgin Date
CEO
3200 Sanguinet Street
Fort Worth, TX 76107

X  1/15/25
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

COUNTY OF TARRANT
STATE OF TEXAS

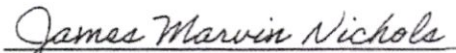
*CERTIFICATION OF AVAILABLE FUNDS
IN THE AMOUNT OF \$49,570.00:

 1/28/25
Tim O'Hare Date
County Judge

Grant-2004/G0095-2025/2610115000/569011

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 49,570.00


Criminal District Attorney's Office*


Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

RFP No. F2024185 - Annual Contract for School Based Delinquency Prevention - Juvenile Services - Lena Pope Home, Inc. - Per Contract Terms

SIGNED AND EXECUTED this 28 day of January, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
2/4/2025